

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coinstar, Inc.		11/15/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of America, N.A.
Street Address:	231 S. LaSalle Street
Internal Address:	Mail Code: IL1-231-10-41
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Serial Number:	78651570	4TH WALL
Serial Number:	78978630	4TH WALL
Registration Number:	3313378	CASH IN YOUR COINS!
Serial Number:	77263177	COIN TO CARD
Registration Number:	2176543	COINS THAT COUNT
Registration Number:	3107510	COINS TO CASH
Registration Number:	2095425	COINSTAR
Registration Number:	1904944	COINSTAR
Registration Number:	2933898	COINSTAR
Registration Number:	3068865	COINSTAR
Registration Number:	3068864	COINSTAR
Serial Number:	78862197	COINSTAR
Serial Number:	78862199	COINSTAR

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Serial Number:	78862200	COINSTAR
Serial Number:	78862202	COINSTAR
Serial Number:	78862204	COINSTAR
Registration Number:	2952921	COINSTAR CENTER
Registration Number:	3275979	COINSTAR CENTER
Registration Number:	3060811	COINSTAR CENTER
Serial Number:	78250276	GET CASH FOR YOUR COINS
Registration Number:	3149389	GOT A JAR OF COINS AT HOME?
Registration Number:	2610377	HOW MUCH DO YOU HAVE?
Registration Number:	2635593	KIDS MAKING CHANGE
Registration Number:	2114426	
Registration Number:	3032740	¢
Registration Number:	2944727	¢
Registration Number:	3066484	¢
Registration Number:	2161715	
Registration Number:	2474769	
Registration Number:	3151509	TURN YOUR CHANGE INTO CASH
Registration Number:	3304958	YOU GIVE US COINS, WE GIVE YOU CASH.
Registration Number:	2858046	DVD EXPRESS
Registration Number:	2788849	DVDXPRESS RENTALS
Registration Number:	2834371	DVDXPRESS
Registration Number:	3101417	GOT A MINUTE?
Registration Number:	3159660	TOP-UP

CORRESPONDENCE DATA

Fax Number: (214)200-0458
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (214) 651-5242
Email: april.reasoner@haynesboone.com
Correspondent Name: Randall C. Brown
Address Line 1: Haynes and Boone, LLP
Address Line 2: 901 Main Street, Suite 3100
Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	17997.1076
NAME OF SUBMITTER:	Randall C. Brown
Signature:	/Randall C. Brown/

TRADEMARK

REEL: 003672 FRAME: 0728

Date:

12/06/2007

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 20, 2007 is made by Coinstar, Inc., a Delaware corporation (the "Borrower"), in favor of Bank of America, N.A., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of November 20, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, the Agent, the documentation agents and the syndication agent named therein. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered the Guarantee and Collateral Agreement, dated as of November 20, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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signature pages follow.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COINSTAR, INC.

By: [Signature]
Name: Brian V. Turner
Title: Chief Financial Officer

STATE OF WASHINGTON)
)
) ss
COUNTY OF KING)

On the 15th day of November, 2007, before me personally came Brian V. Turner, who is personally known to me to be the Chief Financial Officer of Coinstar, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the Chief Financial Officer in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

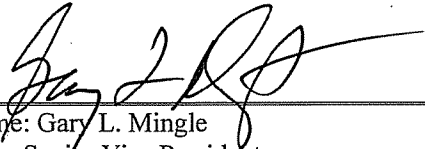
(PLACE STAMP AND SEAL ABOVE)



Signature Page to
Trademark Security Agreement

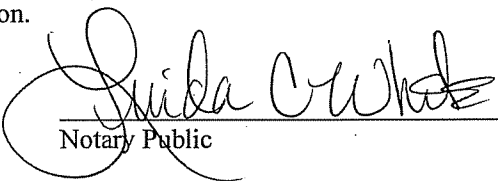
TRADEMARK
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BANK OF AMERICA, N.A.,
as Administrative Agent for the Lenders

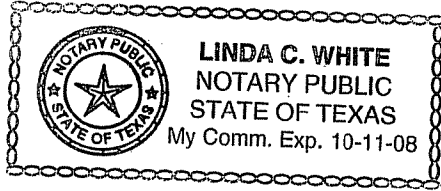
By: 
Name: Gary L. Mingle
Title: Senior Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS) ss

On the 19 day of November 2007, before me personally came Gary L. Mingle, who is personally known to me to be Senior Vice President of Bank of America, N.A.; who, being duly sworn, did depose and say that he is the Senior Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

(PLACE STAMP AND SEAL ABOVE)



Signature Page to
Trademark Security Agreement

SCHEDULE A

U.S. Trademark Registrations and Applications

Registrant/Applicant	Mark	Country	Class	App. No./ Reg. No.	App. Date/ Reg. Date
Coinstar, Inc.	4TH WALL	U.S.	035	78/651,570	6/15/2005
Coinstar, Inc.	4TH WALL	U.S.	035, 036, 041	78/978,630	6/15/2005
Coinstar, Inc.	CASH IN YOUR COINS!	U.S.	036	3,313,378	10/16/2007
Coinstar, Inc.	COIN TO CARD	U.S.	036	77/263,177	8/23/2007
Coinstar, Inc.	COINS THAT COUNT	U.S.	036	2,176,543	7/28/1998
Coinstar, Inc.	COINS TO CASH	U.S.	036	3,107,510	6/20/2006
Coinstar, Inc.	COINSTAR	U.S.	009	2,095,425	9/9/1997
Coinstar, Inc.	COINSTAR	U.S.	009	1,904,944	7/11/1995
Coinstar, Inc.	COINSTAR	U.S.	035	2,933,898	3/15/2005
Coinstar, Inc.	COINSTAR	U.S.	035	3,068,865	3/14/2006
Coinstar, Inc.	COINSTAR	U.S.	036	3,068,864	3/14/2006
Coinstar, Inc.	COINSTAR (Stylized)	U.S.	009	78/862,197	4/14/2006
Coinstar, Inc.	COINSTAR (Stylized)	U.S.	016	78/862,199	4/14/2006
Coinstar, Inc.	COINSTAR (Stylized)	U.S.	028	78/862,200	4/14/2006
Coinstar, Inc.	COINSTAR (Stylized)	U.S.	035, 041	78/862,202	4/14/2006
Coinstar, Inc.	COINSTAR (Stylized)	U.S.	036	78/862,204	4/14/2006
Coinstar, Inc.	COINSTAR CENTER	U.S.	009	2,952,921	5/17/2005
Coinstar, Inc.	COINSTAR CENTER	U.S.	035	3,275,979	8/7/2007
Coinstar, Inc.	COINSTAR CENTER	U.S.	036	3,060,811	2/21/2006
Coinstar, Inc.	GET CASH FOR YOUR COINS	U.S.	036	78/250,276	5/15/2003
Coinstar, Inc.	GOT A JAR OF COINS AT HOME?	U.S.	036	3,149,389	9/26/06
Coinstar, Inc.	HOW MUCH DO YOU HAVE?	U.S.	036	2,610,377	8/20/2002
Coinstar, Inc.	KIDS MAKING CHANGE	U.S.	016	2,635,593	10/15/2002
Coinstar, Inc.	STAR AND COIN DESIGN	U.S.	009	2,114,426	11/18/1997
Coinstar, Inc.	STAR AND COIN DESIGN	U.S.	035	3,032,740	12/20/2005
Coinstar, Inc.	STAR AND COIN DESIGN	U.S.	035	2,944,727	4/26/2005
Coinstar, Inc.	STAR AND COIN DESIGN	U.S.	036	3,066,484	3/7/2006
Coinstar, Inc.	Star, Heart and Coin Design	U.S.	036	2,161,715	6/2/1998
Coinstar, Inc.	THE COLORS BLUE AND GREEN	U.S.	009	2,474,769	8/7/2001
Coinstar, Inc.	TURN YOUR CHANGE INTO CASH	U.S.	036	3,151,509	10/3/2006
Coinstar, Inc.	YOU GIVE US COINS, WE GIVE YOU CASH.	U.S.	036	3,304,958	10/2/2007
Coinstar, Inc.	DVD EXPRESS (stylized)	U.S.	041	2,858,046	6/29/2004
Coinstar, Inc.	DVD EXPRESS RENTALS (stylized)	U.S.	041	2,788,849	10/2/2003
Coinstar, Inc.	DVDEXPRESS	U.S.	041	2,834,371	4/20/2004
Coinstar, Inc.	GOT A MINUTE?	U.S.		3,101,417	6/6/2006
Coinstar, Inc.	TOP-UP	U.S.		3,159,660	10/17/2006